



2. LINA was served with the complaint on June 18, 2018.

3. No other process or pleading has been filed in this action as of the date of the filing of this Notice of Removal.

4. Neither Cigna Corporation nor LINA have yet filed a responsive pleading to Plaintiff's Complaint.

5. Cigna Corporation and LINA are filing this Notice within thirty days after "receipt" of a copy of the initial pleading setting forth the claim for relief upon which such action or proceeding is based as allowed by 28 U.S.C. § 1446(b).

6. Pursuant to 28 U.S.C. § 1331, this Court has "original jurisdiction over all civil actions arising under the Constitution, laws, or treaties of the United States." 28 U.S.C. § 1331.

7. Any civil action filed in a state court, over which a federal district court would have original jurisdiction, shall be removable by a defendant to the district court of the United States for the district and division where the action is pending. 28 U.S.C. § 1441(a).

8. Plaintiff's civil action arises under the Employee Retirement Income Security Act, as amended ("ERISA"), 29 U.S.C. § 1001 *et seq.*, a law of the United States. This Court has exclusive jurisdiction over actions arising under ERISA. 29 U.S.C. § 1132(e)(1).

9. Plaintiff alleges that her employer, Aria Health, sponsored an ERISA welfare benefit plan (the "Plan"), which "funded the long-term disability component of its employee welfare benefit plan through the purchase of a group long term disability insurance policy. . . ." Complaint ¶ 7.

10. Among the benefits offered by the Plan were long-term disability benefits, which were provided pursuant to a long-term disability policy (the "Policy"). Complaint ¶ 8.

11. In Count I of the Complaint, Plaintiff avers a “Arbitrary and Capricious Benefit Denial Under ERISA s. 112(a)(1)(B)” and alleges that “as a direct result of Cigna’s wrongful denial of disability benefits a violation of ERISA (sic), Ms. Sherman seeks and is entitled to other appropriate equitable relief to counter and prevent any future retaliatory actions by ERISA.” Complaint ¶ 43.

12. Because Plaintiff’s allegations fall within the purview of ERISA, this civil action is properly removed to this Court pursuant to 28 U.S.C. § 1441(c) and 29 U.S.C. § 1132(e)(1).

13. Defendant Aria Health D/B/A Aria-Jefferson Health consents to removal.

14. A true copy of this Notice of Removal will be provided to Plaintiff’s counsel, pursuant to 28 U.S.C. § 1446.

15. Pursuant to 28 U.S.C. § 1446(d), a true copy of this Notice of Removal will be filed with the Office of the Prothonotary of the Court of Common Pleas for Philadelphia County, Pennsylvania.

16. This Notice of Removal is filed subject to and without waiver of any rights Cigna Corporation and LINA may have with respect to Plaintiff’s claims.

WHEREFORE, pursuant to 28 U.S.C. §§ 1331 and 1441 *et seq.*, Defendants Cigna Corporation and Life Insurance Company of North America respectfully request that Plaintiff's civil action be removed from the Court of Common Pleas, Philadelphia County, to the United States District Court for the Eastern District of Pennsylvania.

Respectfully submitted,



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Caitlin P. Strauss  
PA Attorney ID 202769  
Matthew M. Haar  
PA Attorney ID 85688  
Meghan J. Talbot  
PA Attorney ID 322308  
SAUL EWING ARNSTEIN & LEHR LLP  
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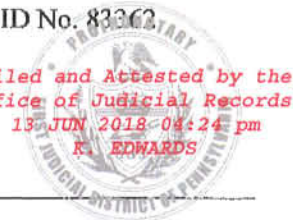
*Attorneys for Defendants Cigna Corporation and  
Life Insurance Policy of North America*

Dated: July 9, 2018

# EXHIBIT A

**WEISBERG LAW**  
 Matthew B. Weisberg, Attorney ID No.: 85570  
 7 South Morton Ave.  
 Morton, PA  
 610-690-0801  
 Fax: 610-690-0880  
**Attorney for Plaintiff**

**SCHAFKOPF LAW LLC**  
 Gary Schafkopf, Attorney ID No. 83362  
 11 Bala Ave  
 Bala Cynwyd, PA 19004  
 610-664-5200 Ext 104  
 Fax: 888-238-1334  
**Attorney for Plaintiff**



**MICHELLE SHERMAN**  
 6200 Madison Court  
 Bensalem, PA 19020

Plaintiff,

v.

**CIGNA CORPORATION**  
 Two Liberty Place  
 1601 Chestnut Street  
 Philadelphia, PA 19192

and

**LIFE INSURANCE POLICY OF NORTH AMERICA**  
 Two Liberty Place  
 1601 Chestnut Street  
 Philadelphia, PA 19192

and

**ARIA HEALTH D/B/A ARIA-JEFFERSON HEALTH**  
 10800 Knights Road  
 Philadelphia, PA 19114

Defendants.

:  
 : PHILADELPHIA COUNTY  
 : COURT OF COMMON PLEAS

:  
 :  
 :  
 : No. 180302188

:  
 : JURY OF TWELVE (12) JURORS  
 : DEMANDED

### NOTICE TO DEFEND

#### **NOTICE**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take

#### **AVISO**

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas ex-puestas en las paginas siguientes, usted tiene veinte (20)

action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Philadelphia Bar Association Lawyer  
Referral and Information Service One  
Reading Center Philadelphia, Pennsylvania  
19107  
(215) 238-6333  
TTY (215) 451-6197

días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

USTED LE DEBE TOMAR ESTE PAPEL A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE A UN ABOGADO, VA A O TELEFONEA LA OFICINA EXPUSO ABAJO. ESTA OFICINA LO PUEDE PROPORCIONAR CON INFORMATION ACERCA DE EMPLEAR A UN ABOGADO. SI USTED NO PUEDE PROPORCIONAR PARA EMPLEAR UN ABOGADO, ESTA OFICINA PUEDE SER CAPAZ DE PROPORCIONARLO CON INFORMACION ACERCA DE LAS AGENCIAS QUE PUEDEN OFRECER LOS SERVICIOS LEGALES A PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO NI NINGUN HONORARIO.

Asociacion De Licenciados De Filadelfia  
Servicio De Referencia E Informacion Legal  
One Reading Center Filadelfia, Pennsylvania  
19107  
(215) 238-6333  
TTY (215) 451-6197



address.

2. Defendant, Cigna Corporation is an international insurance company, duly organized in the Commonwealth of Pennsylvania doing business at the above captioned address.
3. Defendant, Life Insurance Policy of America, in an insurance company duly organized in the Commonwealth of Pennsylvania doing business at the above captioned address.
4. Defendant, Aria Health, doing business as Aria-Jefferson Health is a network of hospitals, duly organized in the Commonwealth of Pennsylvania doing business at the above captioned address.
5. Venue is proper in Philadelphia County Pennsylvania as the incident giving rise to the Complaint occurred in Philadelphia County Pennsylvania. Venue is appropriate in this Court pursuant to Pa. R.C.P. 1006.
6. Jurisdiction and venue are therefore proper in Philadelphia County, Pennsylvania.

#### **OPERATIVE FACTS**

7. Aria Health funded the long-term disability component of its employee welfare benefit plan ("Plan") through the purchase of a group long term disability insurance policy issued by Cigna International, Group LTD policy number 50684 ("Policy").
8. As pertinent herein, the Policy provides monthly long-term disability benefits to an Insured (and Plan participant) who is Disabled, which is defined as:

“you are unable to perform the material and substantial duties of your regular occupation due to your sickness or injury; and you are under the regular care of a doctor; and, you have 20% or more loss in your monthly earnings due to that sickness or injury. Material and substantial duties” is defined as duties that “are normally required for the performance of your regular occupation and cannot be reasonably eliminated or

modified."

9. For several years, Sherman worked her way up through the hospital industry advancing to the position of lab technician at Aria Health until she was forced to stop working due to the effects of cervicalgia, lumbago, and shoulder pain, which caused her to be unable to perform the substantial and material duties of her regular occupation and any gainful occupation.
10. At all times pertinent hereto, Sherman was an "Insured" under the Policy and/or a participant in the Plan, who was entitled to the coverage and other benefits provided in and under the Policy and Plan.
11. Sherman filed a claim for long term disability benefits under the Plan.
12. The claim was approved and benefits commenced; indeed, Ms. Sherman filed and was approved for Social Security disability benefits as she was unable to perform any gainful work.
13. To date, Sherman remains unable to work at her and any gainful occupation due to her cervicalgia, lumbago, and shoulder pain as her deficits and symptoms continue without any change or improvement; indeed, she continues to receive Social Security disability benefits.
14. In or about 2016, Cigna terminated Sherman's long-term disability claim relying upon its review of medical records and a medical records peer review.
15. After her first appeal was rejected, on or about 2017, Sherman filed a second voluntary appeal of Cigna's claim.
16. After conducting an in-person medical exam and reviewing Cigna's claim file, Sherman's doctor opined that Sherman was disabled from performing "the material

duties of any occupation on a steady and full-time basis ."

17. Her doctor related that "fatigue and concentration difficulties can be associated with the multiple medications Ms. Sherman must take, and also been a problem for her - she has to limit activities through her day and allow for frequent brakes (sic) to rest. " The doctor opined that Sherman is totally and permanently disabled and she is " unable to work a 40-hour week even in a light duty or sedentary capacity as a result of this condition."
18. In her appeal Sherman presented first-hand, credible medical and personal information establishing and documenting proof of and the extent of her continuing inability to perform her own and any gainful occupation, including her restrictions and limitations.
19. Neither the Plan, nor the Policy requires "objective clinical evidence."
20. In a letter dated November 14, 2017, Cigna upheld its termination of benefits by finding that " ... after reviewing the entire claim file, we have determined that the medical documentation does not support the need for medically necessary restrictions and limitations from March 1, 2017 onward."
21. Cigna's appeal reviews and decisions involved medical record peer reviews only and did not involve any in-person testing or examination; yet, Cigna had the ability to conduct independent medical exams, require cognitive testing, etc.
22. Cigna's appeal reviews and decisions completely overlooked and ignored Sherman's personal, daily struggles; Cigna did not speak with Sherman about her issues and symptoms.
23. Cigna's appeal reviews and decisions rejected the treatment and opinions of in-person treating physicians, who also were not consulted by Cigna or its medical or vocational reviewers.

24. Instead, Cigna and its medical peer reviewer interpreted the medical records and felt that there was " no clinical data to support weakness requiring any restrictions."
25. Cigna "cherry-picked" the medical evidence and avoided the totality of circumstances, including Sherman herself, to reach a desired result.
26. Sherman has cervicalgia, lumbago, and shoulder pain that is objectively and clinically established for which she takes medications, undergoes therapy, and regularly treats with a specialist; her condition has not improved and will not improve, but instead continue to become progressively worse.
27. Sherman takes medication weekly to contain the damage (inflammation) to her central nervous system; and, while she is " stable, it is un rebutted that she experiences and continues to experience numerous, regular, and debilitating symptoms from pain to fatigue to concentration difficulties, which are un rebutted.
28. Cigna still has not considered and, thus, cannot establish that Sherman has the ability to return to work, that is work at any gainful occupation eight hours a day, five days a week for four weeks a month, etc.
29. Sherman has exhausted all administrative remedies as she has file d and pursued all of the appeals provided under and required by the Plan/Policy.

**COUNT I -- CIGNA'S ARBITRARY AND CAPRICIOUS  
BENEFIT DENIAL UNDER ERISA §1132(a)(1)(B)**

30. Plaintiff incorporates by reference all prior paragraphs as if fully set forth at length herein.
31. At all times pertinent, and since April 2014, Plaintiff has been disabled from performing the material and substantial duties of her regular occupation and any gainful occupation due to her medical conditions and symptoms including, the symptoms arising from and

due to her medical issues, including pain and fatigue and other associated problems and, thus, she is entitled to continuing long term disability benefits due under the Policy/Plan.

32. Plaintiff's treating physician, and an independent neurologist who personally examined Sherman, both opined that Sherman was unable to perform her regular occupation and any gainful occupation and their treatment records confirm her medical conditions and symptoms underlying her diagnosis and Disability.
33. Sherman submitted proof, both medical and personal, to establish proof of a continuing Disability under the Policy/Plan.
34. Defendant Cigna, in order to control and limit its appeal reviews and decisions, conducted only a medical record reviews and failed to speak with Plaintiff, failed to communicate with her treating physician, failed to seek or request medical or diagnostic testing, and did not conduct an in-person exam despite having the authority and ability under the Policy /Plan to conduct these activities and assessments.
35. Cigna mischaracterizes and improperly interprets the Policy/Plan's provision of proof by a claimant of the "ex tent of your disability, including restrictions and limitations preventing from performing your regular occupation and gainful occupation " to mean objective clinical evidence, i.e. medical evidence.
36. Cigna's failure to speak with Ms. Sherman, failure to consider her personal Statement and daily activities, failure to consult with her treating physician or request or conduct diagnostic testing wider the circumstances and conditions presented , failure to conduct an in-person , independent medical examination cherry-picking of the medical evidence, improper insertion of an objective clinical evidence standard, and characterizing this as a burden of proof issue to avoid its duties , is both proof of bias

and self-serving actions and an arbitrary and capricious claim handling and tainted decision.

37. Cigna's decision to terminate Sherman's long term disability benefits was arbitrary and capricious inasmuch as it was not reasonable, was not supported by the evidence of record, failed to properly consider and address key medical and other evidence as well as the totality of evidence and resulted from a very narrow, limited, tainted, biased, deficient and otherwise erroneous claim review and process; indeed, Cigna's decision was wrong under any ERISA standard of review, including a *de novo* review or lessened difference due to Cigna's procedural violations and irregularities, bias, and conflicts of interest, *infer alia*.

38. Due to its inherent conflict of interest, its procedural violations and irregularities, and other biased, self-serving claim handling, Cigna is not entitled to any deference and/or any deference must be diminished to address and counter Prudential's errors and bias.

39. Due to Cigna's conflicts of interest, inherent and otherwise, Cigna is not entitled to any deference and/or deference must be diminished to address and counter Cigna's conflict of interest.

40. As a direct result of Cigna's wrongful denial of disability benefits and violations of ERISA, Ms. Sherman has been denied payment of her long-term disability benefits, which benefits plus interest, she is entitled to recover and seeks herein.

41. As a direct result of Cigna's wrongful denial of disability benefits and violations of ERISA, Sherman has been deprived and lost ancillary benefits, including but not limited to pension, life (including a waiver of premium claim), health, dental and other benefits, which she is entitled to recover and seeks herein.

42. As a direct result of Cigna's wrongful denial of disability benefits and violations of ERISA, Sherman has been required to retain counsel and incur attorney's fees and other costs and expenses, which she is entitled to recover under §1132(g) and seeks herein.

43. As a direct result of Cigna's wrongful denial of disability benefits a violation of ERISA, Ms. Sherman seeks and is entitled to other appropriate equitable relief to counter and prevent any future retaliatory actions by Cigna.

**WHEREFORE**, Plaintiff, Michelle Sherman herein requests that judgment be entered in her favor and against Defendant, The Cigna Insurance Company of America, that this Court award her the full and complete payment of long term disability benefits under the Policy/Plan, both retroactively and continuing into the future, plus interest and together with any and all ancillary benefits due, reasonable attorney's fees, costs and expenses, other appropriate equitable relief, and any other relief that this Court deems appropriate.

**COUNT II**  
**BAD FAITH**

44. Plaintiff incorporates by reference all prior paragraphs as if fully set forth at length herein.

45. The actions and/or omissions of Defendants constitute Bad Faith pursuant to Pa.C.S.A. §8371, et seq., and at common law.

46. Defendants' bad faith includes, but is not limited to:

- a. Failing to conduct a proper investigation prior to terminating Plaintiff's benefits;
- b. Refusing without proper foundation to pay said claims;
- c. Failing to inform Plaintiff of their rights under the policies;
- d. Breaching its fiduciary relationship and contracts;

- e. At all times material, Defendants have conducted themselves in violation of the Pennsylvania Unfair Insurance Practices Act, 42 P.S. §1171, et seq., and Pennsylvania Unfair Claims Settlement Practices Act, 31. Pa.Code §146, et seq.
- f. Such other and further conduct which may be revealed throughout continuing discovery and/or at trial; and
- g. Establishing and exhibiting a pattern and practice of bad faith, representation and/or conduct benefiting the interests of Defendants, to the detriment of its insured, including Plaintiff.

47. At all times material, Defendants acted in Bad Faith and in violation of the aforesaid statute, as well as laws, statutes and ordinances of the controlling governments and/or municipalities.

48. As a direct and proximate result of the Defendants' bad faith conduct, Plaintiff has sustained severe financial harm.

**WHEREFORE**, Plaintiffs demand judgment in their favor and against Defendants, for an amount in excess of \$50,000.00, plus interest, costs of suit and attorney fees, punitive damages, and other relief which this Honorable Court deems necessary and just,

**COUNT III**  
**NEGLIGENCE**

49. Plaintiff incorporates by reference all prior paragraphs as if fully set forth at length herein.

50. All times material, Defendants deviated from the applicable standard of care and otherwise were negligent, careless, reckless, including but not limited to:

- a. Breaching Defendants' fiduciary duty to Plaintiff;
- b. Failing to conduct a proper investigation prior to terminating Plaintiff's benefits;

c. Refusing without proper foundation to pay said claims;

**WHEREFORE**, Plaintiffs demand judgment in their favor and against Defendants, for an amount in excess of \$50,000.00, plus interest, costs of suit and attorney fees, punitive damages, and other relief which this Honorable Court deems necessary and just,

**COUNT IV**  
**BREACH OF CONTRACT/QUASI-CONTRACT**  
**UNJUST ENRICHMENT/ PROMISORY ESTOPPEL**

51. Plaintiff incorporates by reference all prior paragraphs as if fully set forth at length herein.

52. At all times material, Plaintiff and Defendants were parties to the contracts (in the possession of Defendants), express and/or implied at law, of which Defendants are in breach, to Plaintiff's great personal detriment and injury as aforesaid.

53. At all times material, Defendants owed, Plaintiff as beneficiary of the policy, a duty of utmost fair dealing, to which said Defendants are in breach to Plaintiff's great personal detriment and injury as aforesaid.

54. At all times material, hereto, Defendants had a fiduciary duty to Plaintiffs which duty was breached by the reasons aforesaid.

**WHEREFORE**, Plaintiffs demand judgment in their favor and against Defendants, for an amount in excess of \$50,000.00, plus interest, costs of suit and attorney fees, punitive damages, and other relief which this Honorable Court deems necessary and just,

**COUNT V**  
**BREACH OF FIDUCIARY DUTY**

55. Plaintiff incorporates by reference all prior paragraphs as if fully set forth at length herein.

56. At all times material, Plaintiff and Defendants were parties to the contracts, express and/or implied at law, of which Defendants are in breach, to Plaintiff's great personal detriment and injury as aforesaid.
57. Defendants' fiduciary duties include obligations to exercise good business judgement, to act prudently in the administration of sending notice regarding any changes in the whole life policy, to notice beneficiary of any changes to their policy in good faith, to act in the best interests of the company and their policyholders, and to put the interest of the policyholder before their own.
58. Defendants breached their duties of loyalty and good faith by failing to comply with the terms of the policy and applicable law.
59. At all times material hereto, Defendants had a fiduciary duty to Plaintiff which duty was breached by the reasons aforesaid.
60. Plaintiff had been damaged by Defendants' breach of their fiduciary duties.

**WHEREFORE**, Plaintiffs demand judgment in their favor and against Defendants, for an amount in excess of \$50,000.00, plus interest, costs of suit and attorney fees, punitive damages, and other relief which this Honorable Court deems necessary and just,

Respectfully Submitted,

WEISBERG LAW

BY: /s/ Matthew Weisberg  
MATTHEW B. WEISBERG, ESQ

DATE: 6-13-18

SCHAFKOPF LAW, LLC

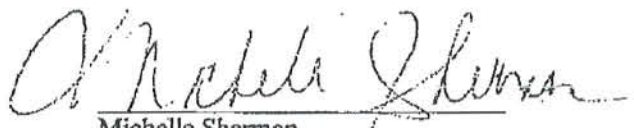
BY: Gary Schafkopf  
GARY SCHAFKOPF, ESQ

DATE: 6-13-18

VERIFICATION

I, Michelle Sherman, state that I am the above-named Plaintiff in this action and that the foregoing is true and correct to the best of my knowledge, information and belief. I understand that the statements made in the foregoing complaint are made subject to the penalties of 18 Pa.C.S. 4904 related to unsworn falsification to authorities.

Dated: 6/13/2018

  
Michelle Sherman  
Plaintiff

# EXHIBIT B

*Phyllis Cantley accepted service on behalf of LINA + Cigna*  
*March 23, 2018 at 11:30am*

Court of Common Pleas of Philadelphia County  
 Trial Division

# Civil Cover Sheet

For Prothonotary Use Only (Docket Number)

MARCH 2018

002188

E-Filed Number: 1803044262

PLAINTIFF'S NAME MICHELLE SHERMAN		DEFENDANT'S NAME CIGNA CORPORATION <i>180302188</i>	
PLAINTIFF'S ADDRESS 6200 MADISON COURT BENSALEM PA 19020		DEFENDANT'S ADDRESS TWO LIBERTY PLACE 1601 CHESTNUT STREET PHILADELPHIA PA 19192	
PLAINTIFF'S NAME		DEFENDANT'S NAME LIFE INSURANCE POLICY OF NORTH AMERICA	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS TWO LIBERTY PLACE 1601 CHESTNUT STREET PHILADELPHIA PA 19192	
PLAINTIFF'S NAME		DEFENDANT'S NAME ARIA HEALTH, ALIAS: ARIA-JEFFERSON HEALTH	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS 10800 KNIGHTS RD PHILADELPHIA PA 19114	
TOTAL NUMBER OF PLAINTIFFS 1	TOTAL NUMBER OF DEFENDANTS 3	COMMENCEMENT OF ACTION <input type="checkbox"/> Complaint <input type="checkbox"/> Petition Action <input type="checkbox"/> Notice of Appeal <input checked="" type="checkbox"/> Writ of Summons <input type="checkbox"/> Transfer From Other Jurisdictions	
AMOUNT IN CONTROVERSY <input type="checkbox"/> \$50,000.00 or less <input checked="" type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input type="checkbox"/> Arbitration <input type="checkbox"/> Mass Tort <input type="checkbox"/> Commerce <input type="checkbox"/> Settlement <input checked="" type="checkbox"/> Jury <input checked="" type="checkbox"/> Savings Action <input checked="" type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Minors <input type="checkbox"/> Non-Jury <input type="checkbox"/> Petition <input checked="" type="checkbox"/> Statutory Appeals <input type="checkbox"/> W/D/Survival <input type="checkbox"/> Other:		
CASE TYPE AND CODE 10 - CONTRACTS OTHER			
STATUTORY BASIS FOR CAUSE OF ACTION			
RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)		FILED PROPROTHY MAR 19 2018 C. MILLER	
		IS CASE SUBJECT TO COORDINATION ORDER? YES NO	
TO THE PROTHONOTARY: Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: <u>MICHELLE SHERMAN</u> Papers may be served at the address set forth below.			
NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY GARY SCHAFKOPF		ADDRESS SCHAFKOPF LAW LLC 11 BALA AVENUE BALA CYNWYD PA 19004	
PHONE NUMBER (610) 664-5200	FAX NUMBER (888) 283-1334		
SUPREME COURT IDENTIFICATION NO. 83362		E-MAIL ADDRESS gschafkopf@gmail.com	
SIGNATURE OF FILING ATTORNEY OR PARTY GARY SCHAFKOPF		DATE SUBMITTED Monday, March 19, 2018, 05:19 pm	

FINAL COPY (Approved by the Prothonotary Clerk)

WEISBERG LAW  
 Matthew B. Weisberg, Attorney ID No. 85570  
 7 South Morton Ave.  
 Morton, PA 19070  
 610-690-0801  
 Fax: 610-690-0880  
 Attorney for Plaintiff

Schafkopf Law, LLC  
 Gary Schafkopf, Attorney ID No. 89362  
 11 Bala Ave  
 Bala Cynwyd, PA 19004  
 610-664-5200 Ext 104  
 Fax: 888-283-1334  
 Attorney for Plaintiff



**MICHELLE SHERMAN**  
 6200 Madison Court  
 Bensalem PA 19020

PHILADELPHIA COUNTY COURT  
 OF COMMON PLEAS

Plaintiff

No.

v.

**CIGNA CORPORATION**  
 Two Liberty Place  
 1601 Chestnut Street  
 Philadelphia, PA 19192

and

**LIFE INSURANCE POLICY OF NORTH AMERICA**  
 Two Liberty Place  
 1601 Chestnut Street  
 Philadelphia, PA 19192

and

**ARIA HEALTH d/b/a ARIA-✓**  
**JEFFERSON HEALTH**  
 10800 Knights Road  
 Philadelphia, PA 19114

Defendants

**PRAECIPE TO ISSUE WRIT OF SUMMONS**

TO THE PROTHONOTARY:

Kindly issue a writ of summons in the above-captioned matter.

Case ID: 180302188

Respectfully Submitted,

WEISBERG LAW

BY: /s/ Matthew Weisberg  
MATTHEW B. WEISBERG, ESQ

DATED: 3-19-18

SCHAFKOPF LAW, LLC

BY: /s/ Gary Schafkopf  
GARY SCHAFKOPF, ESQ.

DATED: 3-19-18

Summons  
CitacionCommonwealth of Pennsylvania  
COUNTY OF PHILADELPHIA

Michelle Sherman

Plaintiff

vs.

Cigna Corporation et al

Defendant

Filed and Registered by the  
COURT OF COMMON PLEAS, Records  
19 MAR 2018 05:19 pm  
G. MILLER  
DISTRICT OF PHILADELPHIA

Term, 20

No. \_\_\_\_\_

To<sup>1</sup>

Cigna Corporation

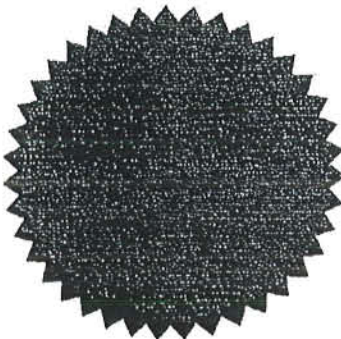
Life Insurance Policy of North America

Aria Health d/b/a Aria-Jefferson Health

## Writ of Summons

You are notified that the Plaintiff<sup>2</sup>  
*Usted esta avisado que el demandante*

Michelle Sherman

Has (have) commenced an action against you.  
*Ha (han) iniciado una accion en contra suya.*ERIC FEDER  
Director, Office of Judicial Records

By: \_\_\_\_\_

Date: \_\_\_\_\_



Case ID: 180302188

<sup>1</sup> Name(s) of Defendant(s)<sup>2</sup> Name(s) of Plaintiff(s)

**Court of Common Pleas**

\_\_\_\_\_ Term, 20 \_\_\_\_\_

No. \_\_\_\_\_

Michelle Sherman

*Plaintiff*

vs.

Cigna Corporation et al

*Defendant*

**SUMMONS**

Case ID: 180302188

**CERTIFICATE OF SERVICE**

I, Meghan J. Talbot, hereby certify that on the date stated below, I caused a true and correct copy of the foregoing *Notice of Removal* to be served via U.S.

Mail upon counsel as follows:

Matthew B. Weisberg, Esquire  
WEISBERG LAW  
7 South Morton Avenue  
Morton, PA 19070

*Attorney for Plaintiff*

Gary Schafkopf, Esquire  
SCHAFKOPF LAW LLC  
11 Bala Avenue  
Bala Cynwyd, PA 19004

*Attorney for Plaintiff*

Christopher J. Moran  
3000 Two Logan Square  
Philadelphia, PA 19103-2799

*Attorney for Defendant Aria Health*

  
\_\_\_\_\_  
Meghan J. Talbot

Dated: July 9, 2018